IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 1075 OF 2005
IN
EXECUTION APPLICATION NO. 333 OF 2003
IN
CIVIL SUIT NO. 354 OF 1988

The Food Corporation of India ... PLAINTIFF

V/s.

M/s. Chhedda Nagar Consumer Co-op. Society Ltd. ... DEFENDANTS

Mr. Avinash D. Kango for the plaintiff.
None for the Defendant.

CORAM : ANOOP V. MOHTA, J.
DATED : 17th March, 2006

P.C.

. Heard.

2. Considering the averments made in support of Notice of Motion, I am inclined to grant prayer clause (a), (b) and (c).

3. Plaintiff is the Food Corporation of India needs to recover the decreetal amount from the defendants. For want of filing of Judgment and Decree dated 8th June, 1993 in Civil Suit No. 345 of 1988 in Execution Application No. 333 of 2003 the plaintiff could not proceed to execute the said decree. The averments are sufficient to condone the delay.

Plaintiff wants to recover the money of the Food Corporation of India a public body. In view of this Notice of Motion is made absolute in terms of prayer clause (a), (b) & (c).

4. The Notice of Motion is disposed of accordingly with no order as to costs.

[ANOOP V. MOHTA, J.]